

**IMPERIAL COUNTY SHERIFF'S OFFICE
SECOND AMENDMENT
TO THE INMATE TELEPHONE AND ANCILLARY SERVICES AGREEMENT**

This Second Amendment ("Second Amendment") has an effective date of July 15, 2015 ("Second Amendment Effective Date") between Telmate, LLC, with its principal place of business located at 655 Montgomery St., 18th Floor, San Francisco, CA 94111 ("ITSP"), and Imperial County Sheriff's Office, with its principal place of business at 328 Applestill Road, El Centro, CA, 92243 ("Customer").

On June 1, 2015, Customer and ITSP entered into an Inmate Telephone and Ancillary Services Agreement ("Agreement") under which ITSP agreed to install and operate all inmate and standard visitation telephones, video visitation stations, kiosks, related equipment and services at Customer's Facilities. The Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference.

Customer and ITSP agree to amend the Agreement as follows:

1. **Section 5. MINIMUM ANNUAL GUARANTEE, Subsection 5.1 of the Agreement will be deleted in its entirety and replaced with the following language to clarify the Minimum Annual Guarantee ("MAG") is based on inmate telephone revenues generated by and through the Inmate Telephone System ("ITS"):**

- 5.1 ITSP shall pay Customer an ITS Minimum Annual Guarantee ("MAG") payment of **\$180,000.00** for each year of this Agreement and prorated for partial years, if applicable. Such MAG payments shall be paid in upfront, quarterly payments to Customer and are due according to the quarterly MAG payment schedule below. For each year of the Agreement, ITSP and Customer shall track the cumulative sum of monthly commissions which shall be calculated on Gross Revenue for inmate telephone calls and completed voicemail messages generated by and through the ITS as defined in **Section 6. – Compensation, Subsection 6.1** of the Agreement. Should the cumulative sum of the inmate telephone calls and completed voicemail messages commissions for that Agreement year exceed the MAG Payment amount, ITSP shall pay Customer **60%** commission on the Gross Revenue for inmate telephone calls and completed voicemail messages generated by and through the ITS as defined in **Section 6. – Compensation, Subsection 6.1**. Any ITS commissions in excess of the MAG payment amount due Customer or its Designated Agent shall be payable in June of each Agreement year and shall follow **Section 10. – Payment and Reporting**. The MAG shall exclude all other services and transactions under this Agreement generated by and through the wall mounted and mobile kiosks, included but not limited to any video visitation sessions as defined in **Section 6. – Compensation, Subsection 6.3**, and incoming and outgoing electronic messages as defined in **Section 6. – Compensation, Subsection 6.2**.

Quarterly MAG Payment Schedule		
Period	Amount	Payment Due Date
June 2015 – August 2015	\$45,000	July 15, 2015
September 2015 – November 2015	\$45,000	October 15, 2015
December 2015 – February 2016	\$45,000	January 15, 2016
March 2016 – May 2016	\$45,000	April 15, 2016
June 2016 – August 2016	\$45,000	July 15, 2016
September 2016 – November 2016	\$45,000	October 15, 2016
December 2016 – February 2017	\$45,000	January 15, 2017
March 2017 – May 2017	\$45,000	April 15, 2017
June 2017 – August 2017	\$45,000	July 15, 2017
September 2017 – November 2017	\$45,000	October 15, 2017
December 2017 – February 2018	\$45,000	January 15, 2018
March 2018 – May 2018	\$45,000	April 15, 2018

2. Section 6. COMPENSATION, Subsection 6.1 of the Agreement will be deleted in its entirety and replaced with the following language to clarify Gross Revenue and add interstate commissions:

6.1 ITSP shall pay Customer **60%** commission on Gross Revenue for inmate telephone calls and completed voicemail messages generated by and through the ITS for all local, Intralata/Intrastate, Interlata/Intrastate, International calls and voicemail messages. ITSP shall pay Customer **0%** commission on Gross Revenue generated by and through the ITS for all Intralata/Interstate and Interlata/Interstate inmate telephone calls. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by ITSP that are in any way connected to the provision of inmate telephone service and voicemail messages pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all surcharges, per minute fees, any additional fees and/or charges generated by the completion of all inmate telephone calls (including any combination of free, collect, pre-paid and debit local, Intralata/Intrastate, Interlata/Intrastate, Intralata/Interstate, Interlata/Interstate and International calls) and completed voicemail messages, additional fees and/or charges added to the total cost of a inmate telephone call and/or voicemail message or added to the end-user's bill or any other compensation received by ITSP.

3. Section 6. COMPENSATION, Subsection 6.2 of the Agreement will be deleted in its entirety and replaced with the following language to clarify Gross Revenue and commissions for incoming and outgoing electronic messages generated by and through the wall mounted and mobile kiosks:

6.2 Gross Revenue for wall mounted and mobile kiosks consists of all compensation, earnings, gain, income, generated revenue, payments, proceeds or receipts paid to or received by ITSP that are in any way connected to the provision of services pursuant to this Agreement for all incoming and outgoing electronic messages, including but not limited to, electronic messages, photo messages, wall posters and profile photos ("electronic messages"), and any other revenue generating applications approved by Customer. Gross Revenue includes, by way of example and not limitation, the following: all surcharges, per minute fees, any additional fees and/or charges generated by the completion of all incoming and outgoing electronic messages, additional fees and/or charges added to the total cost of an incoming and/or outgoing electronic message or charged to the end-user or inmate or any other compensation received by ITSP. ITSP shall pay Customer a commission on such Gross Revenue as follows:

6.2.1 ITSP shall pay Customer **\$0.03** per completed transaction, as defined in **Attachment C. Rates and Fees**, for all incoming and outgoing electronic messages generated by and through the wall mounted kiosks.

6.2.2 ITSP shall pay Customer **25%** commission for all Gross Revenue, as defined in **Attachment C. Rates and Fees**, generated by the per-minute inmate activity for incoming and outgoing electronic messages generated by and through the mobile kiosks, as currently approved by Customer.

6.2.3 Throughout the term of the Agreement, should Customer and ITSP mutually agree to include additional per-minute inmate activity services for the mobile kiosks, both parties agree execute a written amendment to redefine the mobile kiosks and document the additional per-minute inmate activity services to be implemented at the 25% commission rate.

4. Within 90 days of the last signature date of this Second Amendment, ITSP shall provide Customer the miscellaneous charges/fees report in Section 10. PAYMENT AND REPORTING, Subsection 10.8.

5. Section 10. PAYMENT AND REPORTING, Subsection 10.2 of the Agreement will be amended to add "Commission" at each call type level to be a required field as it was originally omitted:

10.2 Traffic detail report(s) for inmate telephone calls shall include a detailed breakdown of all traffic, including but not limited to, all collect, pre-paid and debit calls for each inmate telephone at the Facilities and shall be in a format mutually agreed upon by Customer and ITSP. This requirement is

applicable for any ITS equipment and/or feature(s) that may be installed by ITSP. Traffic detail shall include, at a minimum, and Customer acknowledges that reports provided effective May 1, 2016 comply with this provision, each of the following items for each inmate telephone station broken down by collect, pre-paid and debit:

- 10.1.1 Facility Name;
- 10.1.2 Facility Identification Number/Site Identification Number;
- 10.1.3 Facility Address, Street, City, State, and Zip;
- 10.1.4 Automatic Number Identifier ("ANI");
- 10.1.5 Inmate Telephone Station Port/Identifier;
- 10.1.6 Inmate Telephone Location Name;
- 10.1.7 Local Call, Minutes, Gross Revenue and Commission (per inmate telephone);
- 10.1.8 Intralata/Intrastate Call, Minutes, Gross Revenue and Commission (per inmate telephone);
- 10.1.9 Interlata/Intrastate Call, Minutes, Gross Revenue and Commission (per inmate telephone);
- 10.1.10 Intralata/Interstate Call, Minutes, Gross Revenue and Commission (per inmate telephone);
- 10.1.11 Interlata/Interstate Call, Minutes, Gross Revenue and Commission (per inmate telephone);
- 10.1.12 International Call, Minutes, Gross Revenue and Commission (per inmate telephone);
- 10.1.13 Commission Rate (%); and
- 10.1.14 Traffic Period and Dates.

6. Section 10. PAYMENT AND REPORTING, Subsection 10.3 of the Agreement will be amended to add "Commission" as a required field as it was originally omitted:

10.3 Traffic detail report(s) for the VVS shall include a detailed breakdown of all video visitation sessions for each inmate video visitation station. This requirement is applicable for any video visitation equipment and/or feature(s) that may be installed by ITSP. Traffic detail shall include, at a minimum, and Customer acknowledges that reports provided effective May 1, 2016 comply with this provision, each of the following per video visitation station:

- 10.3.1 Facility Name;
- 10.3.2 Facility Identification Number/Site Identification Number;
- 10.3.3 Facility Address, Street, City, State, and Zip;
- 10.3.4 Video Visitation Station Identifier;
- 10.3.5 Video Visitation Station Location Name
- 10.3.6 Number of Remote Sessions, Minutes, Gross Revenue and Commission (per station);
- 10.3.7 Number of Free Onsite Sessions and Minutes (per station);
- 10.3.8 Number of Charged Onsite Sessions, Minutes, Gross Revenue and Commission (per station);
- 10.3.9 Commission Rate (%); and
- 10.3.10 Traffic Period and Dates.

7. Section 10. PAYMENT AND REPORTING, Subsection 10.12 will be inserted in the Agreement to include monthly summary reports for electronic messages:

10.12 Transaction Summary Report(s) shall include a summary of all free and charged incoming and outgoing electronic messages, as defined in **Section 6. – Compensation, Subsection 6.2**. Transaction Summary Report(s) shall include, at a minimum, and Customer acknowledges that reports provided effective May 1, 2016 comply with this provision, each of the following items:

- 10.12.1 Facility Name;
- 10.12.2 Facility Identification Number/Site Identifier;
- 10.12.3 Facility Address, Street, City, State, and Zip;
- 10.12.4 Revenue Reporting Period Dates;
- 10.12.5 Number of Incoming and Outgoing Free Electronic Messages;
- 10.12.6 Number of Incoming and Outgoing Charged Electronic Messages, Gross Revenue and Commission;
- 10.12.7 Commission Rate; and

10.12.8 Traffic Period and Dates.

8. ATTACHMENT A. ITSP RESPONSIBILITIES & SYSTEM FEATURES AND FUNCTIONALITIES, Section 3. ITS USER APPLICATION, Subsection 3.17 of the Agreement will be deleted in its entirety and replaced with the following to address free calls for inmates:

3.17 The ITS shall allow each inmate to place 5 free, 5-minute local telephone calls, from the intake/booking and/or housing unit inmate telephones, within the first 3 hours of an inmate's booking. Beyond the three hours of an inmate's booking, inmates shall not have the capability to place free 5-minute local telephone calls from booking or the housing units. The ITS shall have the capability to process all non-local calls from the intake/booking and/or housing unit inmate telephones as collect, pre-paid or debit unless the telephone number is configured as free in the ITS.

9. ATTACHMENT A. ITSP RESPONSIBILITIES & SYSTEM FEATURES AND FUNCTIONALITIES, Section 5. KIOSK SPECIFICATIONS, Subsection 5.6 of the Agreement will be deleted in its entirety and replaced with the following to address the requirements for electronic messages:

5.6 The kiosks (wall mounted and mobile) shall have the capability to allow incoming and outgoing electronic messages, as defined in Section 6. – Compensation, Subsection 6.2.

5.6.1 Electronic messages shall be configurable to limit the number of allowed characters.

5.6.2 Electronic messages shall not allow attachments.

5.6.3 All transaction records for electronic messages shall have the capability to provide the inmate's first name, last name, current housing unit, inmate ID, the end-user's first name, last name and pre-paid account telephone number. Transaction records shall identify from which party the electronic message originated, inmate or end-user.

5.6.4 ITSP's system shall allow inmates to retain an inbox of received electronic messages.

5.6.5 The end-user sending an inmate an electronic message shall be provided the opportunity to pre-pay for the inmate's response to the electronic message sent.

5.6.6 Inmates shall be limited to responding to received electronic messages or sending new electronic messages only to an end-user which an inmate has established a contact relationship. Inmates shall be prohibited from initiating communication to an end-user who has not established a contact relationship.

5.6.7 ITSP's system shall have the capability to require Customer or ITSP approval of all electronic messages, before transmission to the inmate or end-user. All completed electronic messages, including rejected electronic messages, are eligible for charging.

5.6.8 ITSP's system shall have the capability to alert Customer by email of specific activity based on pre-set criteria as designated by Customer.

5.6.9 ITSP's system shall have the capability to translate electronic messages in both English and Spanish.

5.6.10 ITSP's system shall have the capability to analyze and provide exportable reports for electronic messages, to identify which inmates are receiving or sending electronic messages to the same end-user.

5.6.11 ITSP's system shall have the capability for Facility staff to be allowed to send free electronic messages to the inmates or a group of inmates as designated by Customer.

5.6.12 ITSP's system shall have the capability to query, download and export all incoming and outgoing electronic messages by inmate, end-user or for a specific period of time.

10. ATTACHMENT A. ITSP RESPONSIBILITIES & SYSTEM FEATURES AND FUNCTIONALITIES, Section 6. LOBBY KIOSK SPECIFICATIONS, Subsection 6.3 of the Agreement will be added to address lobby kiosk features:

- 6.3 The lobby kiosk shall include, but not limited to, the following features:
 - 6.3.1 The capability to accept cash.
 - 6.3.2 The capability to validate cash to ensure no collection of counterfeit monies. Customer shall not be responsible for any counterfeit monies accepted by the lobby kiosk.
 - 6.3.3 The capability to send a text message to ITSP's when the lobby kiosks are 75% full. ITSP shall be responsible for collecting money from the lobby kiosks, when the lobby kiosks are 75% full.
 - 6.3.4 The capability to accept credit/debit card deposits.
 - 6.3.5 The capability to take photographs of visitors to add to their pre-paid account details.
 - 6.3.6 The capability to extract data from both IDs and credit/debit cards via a magnetic strip or other media.
 - 6.3.7 The capability to print a receipt for all transactions made from the lobby kiosks.
 - 6.3.8 The capability to run auditing and history reports on a daily basis.

11. ATTACHMENT A. ITSP RESPONSIBILITIES & SYSTEM FEATURES AND FUNCTIONALITIES, Section 7. INTAKE KIOSK SPECIFICATIONS, Subsection 7.1 of the Agreement will be deleted in its entirety and replaced with the following to clarify the intake kiosk requirements and to address equipment upgrades:

- 7.1 The ITSP shall install, operate, and maintain 1 intake kiosk for the Facility specified in **Attachment B. Facility Specifications**. ITSP's intake kiosk shall include, but not limited to, the following features:
 - 7.1.1 The capability to accept bulk cash and coin from inmates when entering the Facility(s).
 - 7.1.1.1 ITSP shall agree to upgrade the intake kiosk equipment to include the capability to accept bulk bills and coins within 60 days after the ITSP has tested and installed components to receive bulk deposits into it's intake kiosks
 - 7.1.1.2 The capability to accept bulk bills in the following denominations: \$1.00, \$5.00, \$10.00, \$20.00, \$50.00, or \$100.00.
 - 7.1.2 The capability to validate cash to ensure no collection of counterfeit monies. Customer shall not be responsible for any counterfeit monies accepted by the intake kiosk.
 - 7.1.3 The capability to send a text message to ITSP-when the intake kiosk is 75% full. ITSP shall be responsible for collecting money from the intake kiosk, when the intake kiosk is 75% full.
 - 7.1.4 ITSP shall set-up an advanced funding arrangement with Customer based on an average deposits. ITSP shall conduct a daily audit, every 24 hours and true-up Electronic Fund Transfers (EFTs) to return the advanced funding account to the agreed upon amount. Customer's banking partner is Union Bank.
 - 7.1.5 The capability to provide a transaction number or allow Facility personnel to enter an alphanumeric transaction number to initiate each transaction for auditing and tracking purposes.
 - 7.1.6 The capability to allow Facility personnel to enter an alphanumeric inmate identification number for each transaction for auditing and tracking purposes.
 - 7.1.7 The capability to print a receipt for each transaction to maintain with each inmate's property upon entering the Facility.

- 7.1.8 ITSP shall provide 24-hour on-line access, reporting and monitoring including remote access.
- 7.1.9 The capability to run auditing and history reports on a daily basis and be broken down to the shift level as well as by the transaction number, personnel unique identifier, and/or the inmate identification number.
- 7.1.10 The capability to allow for inmates to pre-fund inmate telephone debit accounts with a credit or debit card at time of booking from the intake kiosk.
- 7.1.11 ITSP's intake kiosk shall also include a Debit Release Card application to provide to the inmates at the time of their release. The Debit Release Cards shall be available for use in the United States and Mexico and provided at no cost to Customer.

12. ATTACHMENT C. RATES AND FEES of the Agreement will be deleted in its entirety and replaced with the following to clarify the calling rates and fees:

**ATTACHMENT C.
CURRENT CALLING RATES**

Call Type	Per Minute Collect	Per Minute Pre-Paid Collect/Debit
Local	\$0.25	\$0.21
Intralata	\$0.25	\$0.21
Intrastate	\$0.25	\$0.21
Interstate	\$0.25	\$0.21
International	\$0.67	\$0.67

VOICEMAIL MESSAGES

Transaction	Rate
Per message	\$1.00

ITSP's single call services, such as Quick Connect, and other ITSP branded services, such as Short Calls, are prohibited.

VIDEO VISITATION

Video Visitation Time Limit	Per Minute Rate	Cost Per 30 Minute Visit
30 Minutes	\$0.50	\$15.00

ITSP's commission percentage of 25% shall be applied to all completed remote and charged, onsite video visitation Gross Revenue as specified in Section 6. – Compensation, Subsection 6.3.

ATTACHMENT C. – CONTINUED

ELECTRONIC MESSAGES

Transaction	Per Transaction/Per Minute Rates	Commission Rate
Incoming/Outgoing Per Transaction via wall mounted Kiosks	\$0.25	\$0.03 per transaction
Incoming/Outgoing via Mobile Kiosks	\$0.05 per minute of use	25%

PRE-PAID COLLECT FUNDING FEES

Description	Fee
Pre-Paid Collect Funding Fee via Check or Money Order:	\$0.00 per deposit
Pre-Paid Collect Funding Fee via Cash or Credit/Debit Card via Internet, Lobby Kiosk, IVR, etc.:	\$3.00 per deposit
Pre-Paid Collect Funding Fee via Cash or Credit/Debit Card via Live Agent:	\$3.00 per deposit
Pre-Paid Collect Funding Fee via Third-Party (MoneyGram or Western Union) (no mark-up allowed):	100% Pass Through to Third-Party* 100% Pass Through)

*Throughout the term of the Agreement, ITSP agrees to provide the contracted Third-Party Pre-Paid Collect Funding Fee to Customer upon request.

BAIL DEPOSIT FEES

Description	Bail Deposit Amount	Fee
Bail Deposit via Cash via Lobby Kiosk (Per \$100.00):	Per \$100.00	\$3.00
Bail Deposit via Credit Card/Debit Card through the Internet, Lobby Kiosk, IVR, etc.:	Any amount	\$1.00 + 5.4% of the Bail Deposit amount
Bail Deposit via Credit Card/Debit Card through a Live Agent (\$0.01 - \$1,000.00):	\$0.01 - \$1,000.00	\$3.50 + 5.4% of the Bail Deposit amount
Bail Deposit via Credit Card/Debit Card through a Live Agent (\$1,000.01 and greater):	\$1,001.00 and greater	\$1.00 + 5.4% of the Bail Deposit amount
Bail Deposit via Third-party (MoneyGram or Western Union):	\$0.00 – \$11.05	\$5.95
	\$11.06 – \$100.00	8.95
	\$100.01 – \$200.00	10.95
	\$200.01 – \$300.00	12.95

ATTACHMENT C. – CONTINUED

INMATE TRUST ACCOUNT FUNDING FEES

Description	Trust Fund Deposit Amount	Fee
Trust Fund Deposit via Cash through the Lobby Kiosk:	Per \$100.00	\$3.00 per deposit
Trust Fund Deposit via Credit Card/Debit Card through the Internet, Lobby Kiosk, IVR, etc.:	\$0.00 – \$20.00	\$4.95
	\$20.01 – \$100.00	\$7.95
	\$100.01 – \$200.00	\$9.95
	\$200.01 – \$300.00	\$11.95
Trust Fund Deposit via Credit Card/Debit Card through a Live Agent:	\$0.00 – \$20.00	\$5.95
	\$20.01 – \$100.00	\$8.95
	\$100.01 – \$200.00	\$10.95
	\$200.01 – \$300.00	\$12.95
Trust Fund Deposit via Third-Party (MoneyGram or Western Union):	\$0.00 – \$11.05	\$5.95
	\$11.06 – \$100.00	8.95
	\$100.01 – \$200.00	10.95
	\$200.01 – \$300.00	12.95

APPROVED FEES

Description	Fee
Bill Statement Fee:	\$0.00
Intake Kiosk Fee:	\$0.00
Trust Transfer Fee:	\$0.00
Verification Fee:	\$0.00
All Other Fees:	\$0.00

APPROVED TAXES

ITSP is entirely responsible for calculating, collecting and remitting all required regulatory taxes and fees for inmate telephone calls. ITSP shall remit 100% of all such taxes and fees collected to a taxing authority or mandated regulatory third-party. Taxes and fees shall not generate revenue or be a cost recovery method for ITSP.

13. ATTACHMENT D. – INMATE TABLET SOLUTION, will be inserted in the Agreement with the execution of a Third Amendment once ITSP has developed tiered access capability for the mobile kiosks.

1. ITSP agrees to develop and provide tiered access capability for the mobile kiosks within 180 days of the execution of the Second Amendment.
2. Upon the availability of tiered access for the mobile kiosks, ITSP and Customer agree to amend the Agreement to address all tablet specifications, features, functionality requirements and commissions.

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In Witness Whereof, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

CUSTOMER:
IMPERIAL COUNTY SHERIFF'S OFFICE

ITSP:
TELMATE, LLC



Jesus J. Terrazas
Chairman of the Board of Supervisors

[Designee]



(Authorized Signature)

10-18-16

(Date)

Kevin O'Neil

(Typed or Printed Name)

ATTEST:


Blanca Acosta
Clerk of the Board of Supervisors

President

(Title)

10-18-16

(Date)

9/12/16

(Date)

APPROVED AS TO FORM:

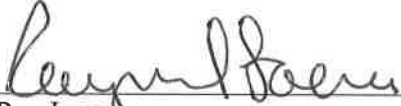


Miguel Merrell
Deputy County Counsel

9/23/2016

(Date)

APPROVED AS TO CONTENT:



Ray Loera
Imperial County Sheriff

10-7-16

(Date)